

**AGENDA FOR BOARD OF TRUSTEES REGULAR MEETING  
VILLAGE OF IRVINGTON, NY  
MONDAY, OCTOBER 5, 2020 AT 7PM  
\*\* MEETING WILL BE HELD BY VIDEO CONFERENCE**

Join Zoom Webinar  
<https://us02web.zoom.us/j/84733465527>

Webinar ID: 84733465527

Use Computer Audio or Dial-in Audio: (646) 558-8656

1. Call to order by Mayor Brian C. Smith
2. Presentation by Jasmine Graham of Sustainable Westchester regarding Westchester Power
3. Announcements
  - a. Check over \$25K
  - b. Public hearing to consider an appeal of Architectural Review Board decision for 2 Hancock Place - Takashi and Akiko Okumura– Monday, October 19, 2020 at 7PM (following the regular Board of Trustees meeting)
4. Correspondence
  - a. Katerina Medina
  - b. Barbara Salant
  - c. Cesare Manfredi (leaf blowers)
  - d. Cesare Manfredi
  - e. Warwick Norton
5. Public comment (please limit comments to no more than 3 minutes)
6. Consent Agenda
  - a. Minutes of the Regular Meeting of the Village Board held on September 21, 2020
  - b. Appointment of part-time personnel for the Recreation & Parks Department
  - c. Out of town travel for Police Chief
  - d. Adoption of decision for the appeal of an Architectural Review Board decision
7. Continuation of Public Hearing to consider local law amending the use of gas powered leaf blowers
8. Approval of Hiring Policy
9. Approval of Fire Company fundraising letter
10. Resignation of volunteer firefighter
11. Appointment of Fire Department officer
12. Approval of contract #2020-18 for professional services

13. Reports of boards, standing committees and officers
  - \* Trustee Liaisons reports
  - \* Village Administrator's report
  - \* Village Clerk-Treasurer's report
  - \* Village Attorney's report
14. Public comment (please limit comments to no more than 3 minutes)
15. Review of action items
16. Adjournment

# WESTCHESTER POWER

## Bid Results & New Contract Information

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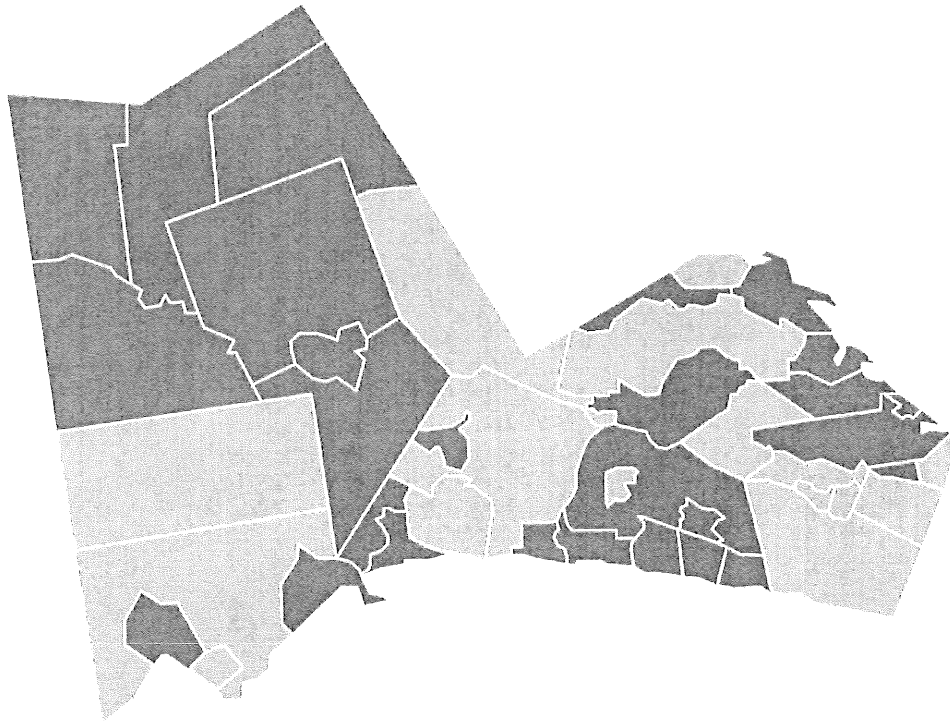
October 5, 2020



Westchester  
Power  
COMMUNITY CHOICE  
ENERGY  
A PROGRAM OF SUSTAINABLE WESTCHESTER



SUSTAINABLE  
WESTCHESTER



# WESTCHESTER POWER CCA

## MUNICIPAL PARTICIPATION

Ardsley	Larchmont	North Salem	Rye Brook
Bedford	Lewisboro	Ossining Village	Rye City
Croton-on-Hudson	Mamaroneck Village	Ossining Town	Sleepy Hollow
Dobbs Ferry	Mamaroneck Town	Peekskill	Somers
Greenburgh	Mount Kisco	Pelham Village	Tarrytown
Hastings-on-Hudson	New Castle	Pleasantville	White Plains
Irvington	New Rochelle	Pound Ridge	

27

Municipalities

24

Green Supply  
Municipalities

115,000

Residents and  
Small Businesses

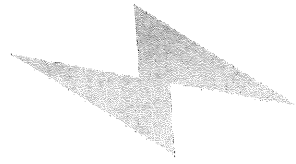


SUSTAINABLE  
WESTCHESTER

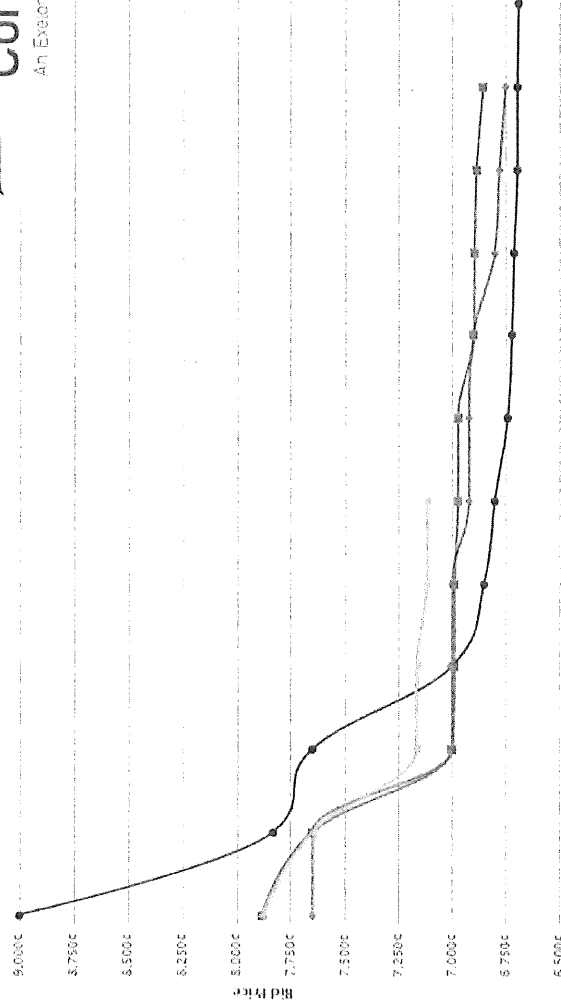
# **WESTCHESTER POWER: BID RESULTS & 2021 CONTRACT**

# BID RESULTS

Residential Standard  
Supply



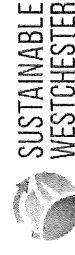
6.749 cents  
for 18 months



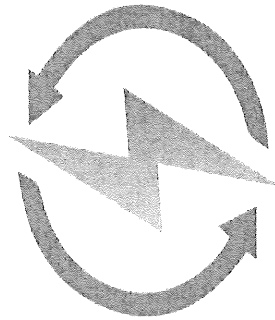
◆ 12 Fixed Price 2021-01-01    ■ 18 Fixed Price 2021-01-01    ○ 24 Fixed Price 2021-01-01    ▲ 36 Fixed Price 2021-01-01  
- - - 48 Fixed Price 2021-01-01

## Best Bids

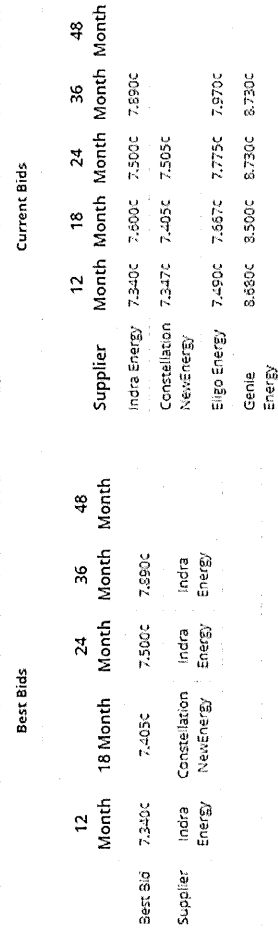
	12 Month	18 Month	24 Month	36 Month	48 Month
Best Bid	6.699c	6.749c	6.855c	7.121c	
Supplier	Constellation NewEnergy	Constellation NewEnergy	Constellation NewEnergy	Eligo Energy	



# Residential Green Supply

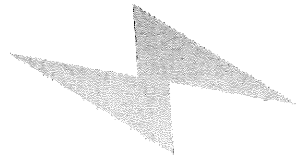


SUSTAINABLE  
WESTCHESTER

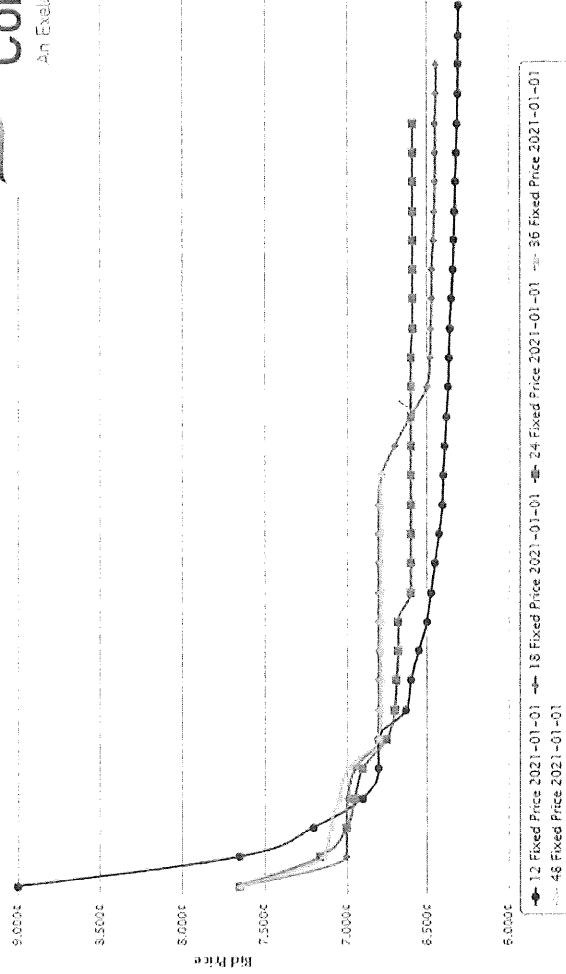


# BID RESULTS

Commercial Standard  
Supply



6.445 cents  
for 18 months



## Best Bids

	12 Month	18 Month	24 Month	36 Month	48 Month
Best Bid	6.305c	6.445c	6.590c	6.790c	
Supplier	Indra Energy	Constellation NewEnergy	Indra Energy	Indra Energy	

## Current Bids

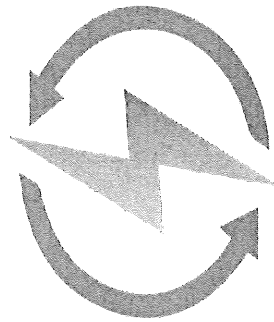
	12 Month	18 Month	24 Month	36 Month	48 Month
Supplier	Indra Energy	Constellation NewEnergy	Indra Energy	Indra Energy	
	6.305c	6.445c	6.590c	6.790c	
	6.307c	6.445c	6.600c		
	6.500c	6.500c	6.700c	6.800c	
	7.200c	6.990c	7.160c	7.140c	



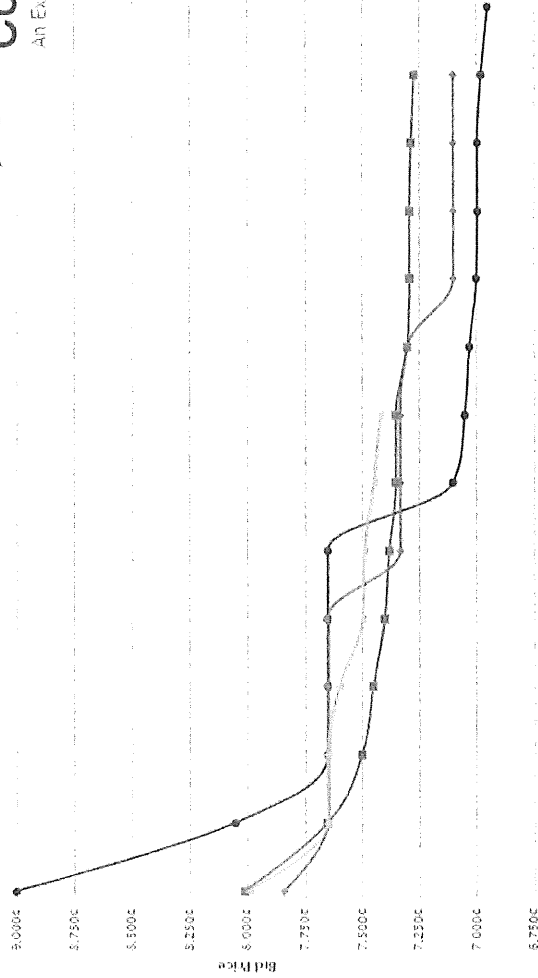
SUSTAINABLE  
WESTCHESTER

# BID RESULTS

Commercial Green  
Supply

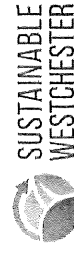


7.100 cents  
for 18 months



12 Fixed Price 2021-01-01 18 Fixed Price 2021-01-01 24 Fixed Price 2021-01-01 36 Fixed Price 2021-01-01 48 Fixed Price 2021-01-01

Best Bids					Current Bids				
12 Month	18 Month	24 Month	36 Month	48 Month	12 Month	18 Month	24 Month	36 Month	48 Month
Best Bid	6.950c	7.100c	7.270c	7.420c	Supplier	Indra Energy	6.950c	7.330c	7.270c
Supplier	Indra Energy	Constellation Energy	Indra Energy	Indra Energy	Supplier	Constellation Energy	6.979c	7.100c	7.283c
					Supplier	Eligo Energy	7.550c	7.650c	7.350c
					Supplier	Genie Energy	8.050c	7.840c	8.010c
									7.990c

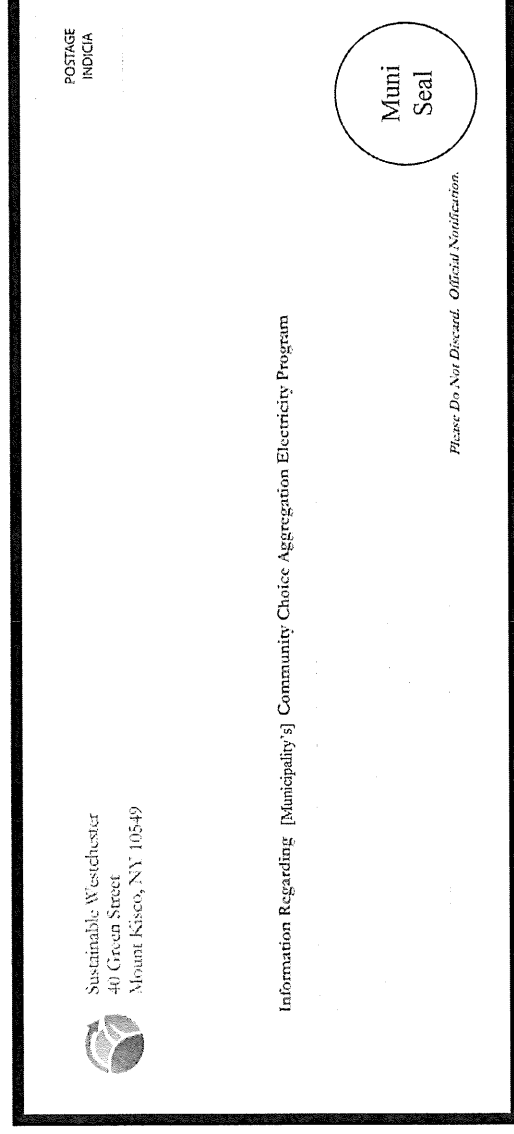


# KEY DATES

NOVEMBER 4<sup>th</sup> — Notification Letters sent to Residents

NOVEMBER 9<sup>th</sup> – DECEMBER 9<sup>th</sup> — 30 Day Opt Out Period

JANUARY 1<sup>st</sup> — Enrollment begins



# OPTING OUT & SWITCHING SUPPLY OPTIONS

Residents can opt out at *any time* with *no penalty*

**POSTCARD** — Sign and send back postmarked postcard

**PHONE**— Call our office (914) 242-4725 and we'll help you switch your supply option or opt out

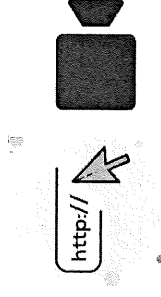
**ONLINE**— [www.sustainablewestchester.org/wp/](http://www.sustainablewestchester.org/wp/)

# OUTREACH & EDUCATION

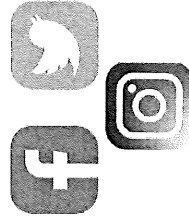
Outreach is ongoing and a robust emphasis on digital outreach that includes:



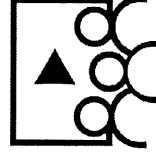
COUNTY & LOCAL PRESS



DIGITAL COLLATERAL & CONSUMER  
EDUCATION VIDEO SERIES  
sustainablewestchester.org/wp or  
Sustainable Westchester Media on YouTube



SOCIAL MEDIA POSTING



VIRTUAL COMMUNITY EDUCATION SESSIONS  
(transitioning to in person & events as allowable)



# QUESTIONS? COMMENTS?

(914) 242- 4725

[INFO@SUSTAINABLEWESTCHESTER.ORG](mailto:INFO@SUSTAINABLEWESTCHESTER.ORG)

**Karen Buccheri**

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**From:** Brenda Jeselnik  
**Sent:** Thursday, September 24, 2020 4:20 PM  
**To:** Larry Schopfer; Karen Buccheri; Brian Smith; Connie Kehoe; Janice Silverberg; Larry Lonky; Mark Gilliland  
**Subject:** RE: Checks over 25K

Pursuant to the Village purchasing policy, please be advised that Mayor Smith will be presented with a check over \$25K.

Vendor: Tom Bucci Excavating  
Purpose: Multiple Projects  
Fund: Capital and General Fund  
Total Amount: **\$83,737.50**

These are for multiple invoices covering Handcock Place curb replacement and other DPW projects.  
Invoice amounts \$47,487, \$10,250, \$900, \$11,500, \$1,950, \$3,850, \$7,800.

*Brenda M. Jeselnik*

Village Clerk-Treasurer



Village of Irvington  
85 Main Street  
Irvington, NY 10533  
Tel: (914) 231-3020  
Fax: (914) 591-4072

## Larry Schopfer

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**From:** Katerina Medina  
**Sent:** Sunday, September 20, 2020 1:30 PM  
**To:** Brian Smith; Larry Schopfer; office; Connie Kehoe; Mark Gilliland; Christina Giliberti; Janice Silverberg  
**Subject:** re concerns regarding Housing Needs Assessment Presentation and Discussion of process for Police Reform discussed on 09.16.2020

[EXTERNAL] This email is from outside the Village of Irvington- Please use caution when opening links and attachments!

Dear Mayor Smith, Mr. Schopfer, Board of Trustees,

This email is a feedback to a work session of Irvington BOT which took place on 09.16.2020.

I have listened with great interest to the Housing Needs Assessment Presentation and Discussion of process for Police Reform and would like to share my concerns as an ordinary Irvingtonian.

Concerns regarding Housing Needs Assessment Presentation by Norma Drummond, Commissioner of Planning:

1. Building more multifamily housing will permanently change the character of the village and eliminate green spaces all of us are in love with. Irvington already has many affordable condominiums located in the best areas of the village such as South Buckhout Street and others. Local residents have been protesting even parking garages to be built so not to eliminate the remaining greenery and to take away river views for the residents. Additional multi-family housing will present even bigger challenges for local residents. If any of us wanted to live in a city, we would have stayed in a city instead of looking for peace and quiet in a picturesque village of Irvington.

2. Additional multi-family housing will make the tax burden unbearable for many if not most current residents. Irvington already has the highest in Westchester property taxes. Higher than in Scarsdale. Higher than in Rye. Higher than in Chappaqua, Bronxville, etc. Given Westchester residents officially are paying the highest property taxes in the United States, it would be fair to say that Irvingtonians are the most disadvantaged of all in this sense. Paying approximately \$60,000 for a 4-bedroom house on a small lot is outrageous. And this is just one example. This is while Irvington schools are not as competitive as in the villages listed above.

Two major reasons why property taxes are so high in Irvington:

- a) Irvington does not have many businesses which would cover large portion of village spendings with their tax payments;
- b) Municipality of Greenburgh taxes condominium owners from the rental value of their properties while single-family house owners are being taxed from their property values. The difference between rental value and property value is tens of thousands of dollars per year for every condo unit. This difference falls as additional burden on already overtaxed single-family house owners.

Building additional multi-family housing would only exacerbate this problem in Irvington causing many residents to reconsider staying in the area.

3. Irvington cannot accommodate additional traffic nor it has enough parking spaces on Main Street and near the stations. Furthermore, local residents already have an issue of crossing Broadway with its inadequate and inexistent crossings with most residents being trapped on the east side of Broadway and the only existing pedestrian walkway located on the west side of it. This is while Irvington is the only village left with the

residential section of Broadway consisting of two lanes in each direction. This wider section allows vehicles traveling through the village to speed substantially above 30 mph posted speed limit. I would say at least half of the vehicles travel above 50 mph in this section of Broadway which presents many risks for us, local residents. Furthermore, local businesses and residents have already been complaining about the lack of parking spaces on Main Street where all of the businesses are located and near train stations which could not accommodate all commuters pre-quarantine times.

Additional traffic would only exacerbate these problems.

4. Higher taxation, elimination of green spaces, lack of parking spaces and inability to cross Broadway safely will plummet the property values even further down here in Irvington. In fact, property values have already dropped following the reassessment of property values done by Greenburgh municipality in 2016 due to which single family house owners have seen substantial increase in their tax bills. Even now, with mass-exodus from New York City still ongoing, the prices stay rather low and I have personal connections who are struggling to sell here in Irvington. This is while further north, Chappaqua, Armonk, and in Connecticut single family houses have been flying off the market at significantly higher rates and purchase prices.

#### Concerns regarding Police Reform:

I am sure that I speak on behalf of many in our community, we are thankful and grateful for our police department. Irvington police officers are keeping us safe and protecting us despite budget limitations. Their funds are so insufficient that they have to reach out to the community for donations. A wise man once said "if it aren't broke, don't fix it". Irvington police department has been doing a fine job to suffer through any changes for political reasons. Needless to mention that all of the professionals in a field should not be held responsible for the mistakes of a few. For instance, no one would ask to defund the hospitals for medical malpractice committed by some doctors and nurses or to defund the schools for unprofessionalism of some teachers. Furthermore, we have all become unfortunate witnesses of how badly police reform has been going around the country and of its terrible consequences.

I hope concerns listed above will be taken into a consideration during future discussions on these topics.

Thank you.

Respectfully,

Katerina Medina  
local resident

## Larry Schopfer

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**From:** BARBARA SALANT  
**Sent:** Monday, September 21, 2020 12:12 PM  
**To:** Larry Schopfer; Connie Kehoe; Brian Smith  
**Subject:** Thank you. Some last thoughts to consider RE:high powered gasoline blowers limitations. Village Board Regular Meeting - Monday, September 21, 2020 at 7PM

[EXTERNAL] This email is from outside the Village of Irvington- Please use caution when opening links and attachments!

Dear Mayor Smith and Trustees,

Please consider the following from the CDC about adverse hearing impact from gasoline blowers as well as the enclosed Materiel Data Safety Sheet for gasoline below.

These data sheets are used in all industries dealing with chemicals and OSHA guidelines. Just imagine what constant exposure can do to residents and workers. With people trying to work from home and students trying to learn we are all more vulnerable to these hurricane wind force toxins on every level.

The other day coming out of Downingwood into Downing Court a woman my age (which is not exactly in the first blush of youth) was outside using a battery powered blower on her property. I stopped my car, rolled down my window and thanked her for her awareness. She pulled down her mask and replied, “ she wanted to be part of keeping the world safer even if it’s just her little postage stamp size piece of it.”

People are getting the message.

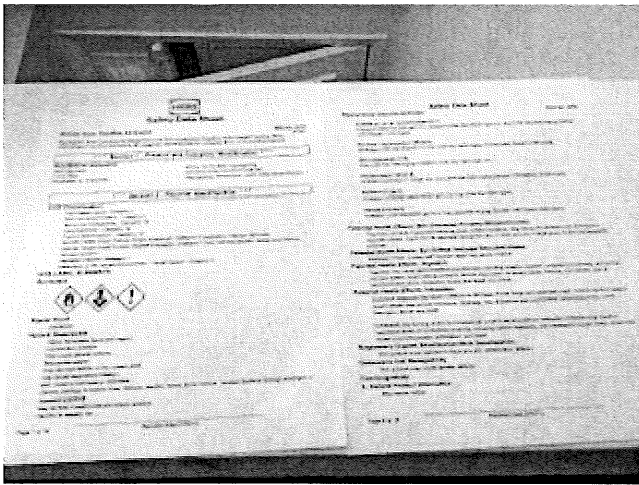
I hope you can come to a great COMPROMISE tonight. I will be listening and thank you in advance for all your good work. I have lots of other data on this including video which I shared with Paul Finer and Mike Sigal and all of the CAC advisory committee in the beginning of the year when I attended their meeting,,,,, I don’t want to overburden you now but would be happy to forward additional information if it would be helpful at some point in making an informed determination.

Many thanks!

Barbara Salant.

Downingwood Vice Treasurer and Safety Officer

Two Guys landscapers come to Downingwood for least several years every Tuesday so they are already equipped to follow town regulations, if that is helpful.



On Sep 17, 2020, at 4:09 PM, Larry Schopfer <[lschopfer@irvingtonny.gov](mailto:lschopfer@irvingtonny.gov)> wrote:

Trustee Kehoe asked me to reach out. Below are the details, including the link to Zoom, for Monday's meeting.

Larry Schopfer  
Village Administrator

Village of Irvington  
85 Main St.  
Irvington, NY 10533  
Tel: 914-591-4358  
Fax: 914-591-4072

**From:** Village Board Meeting [<mailto:listserv@civicplus.com>]

**Sent:** Thursday, September 17, 2020 4:03 PM

**To:** Larry Schopfer <[lschopfer@irvingtonny.gov](mailto:lschopfer@irvingtonny.gov)>

**Subject:** DRAFT AGENDA - Village Board Regular Meeting - Monday, September 21, 2020 at 7PM

YC

## Larry Schopfer

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**From:** Cesare Manfredi  
**Sent:** Tuesday, September 22, 2020 9:40 AM  
**To:** Larry Schopfer; Rocco Rasulo; Dan McElligot  
**Subject:** Leaf blower

[EXTERNAL] This email is from outside the Village of Irvington- Please use caution when opening links and attachments!

Larry

Please pass on the Mayor and trustees

The proponents of a complete gas leaf blower ban keep talking about eliminating dust from being kicked up.

Have someone explain how a battery powered leaf blower wouldn't kick up dust. It would not be logical to expect a different dust outcome with a battery powered blower.

So the presented dust problem would not be solved.

However :

If one could explain how the dust problem gets solved with a battery blower, then one would admit that the battery powered blower is just not powerful enough to raise dust or To get a big job done.

Incidentally, clearing snow does not raise dust.

The dust argument should not be part of the decision making.

Thank you  
Cesare Manfredi  
President  
Half Moon South

Sent from my iPhone

**Larry Schopfer**

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**From:** Cesare Manfredi  
**Sent:** Monday, September 28, 2020 3:40 PM  
**To:** Larry Schopfer  
**Subject:** Paving

[EXTERNAL] This email is from outside the Village of Irvington- Please use caution when opening links and attachments!

Hi Larry.

Please pass on to Mayor and Trustees And to Chief Cerone

Mayor and Trustees

The repaving of South Buskhout went as well as any such project could. There was excellent communication from the very start to arrange for alternate parking during the paving. Getting the proper information out during a critical multiple day delay in the project kept everyone here at Half Moon South at least well informed if not happy.

The Police coordination was certainly appreciated

Well done by the Village

Cesare Manfredi  
President  
Half Moon South

Sent from my iPhone

**Larry Schopfer**

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**From:** Brian Smith  
**Sent:** Thursday, October 1, 2020 9:32 PM  
**To:** Larry Schopfer  
**Subject:** Fwd: leaf blowers

Begin forwarded message:

**From:** warwick norton  
**Date:** October 1, 2020 at 21:08:31 EDT  
**To:** Brian Smith <[bsmith@irvingtonny.gov](mailto:bsmith@irvingtonny.gov)>  
**Subject:** leaf blowers

[EXTERNAL] This email is from outside the Village of Irvington- Please use caution when opening links and attachments!

Dear Brian,

I am alarmed at the ill-informed decision the Village of Larchmont has just made.

Mayor Lorraine Walsh said in a statement the approved legislation (to ban gas powered leaf blowers) is "essential if we are going to make meaningful progress in turning back the environmental damages causing global climate change."

Leaf blowers have a tiny carbon foot print compared to what we use in our gas powered cars and to heat our homes - if we were serious about tackling climate change everyone would have solar panels on their roofs and energy conservation would be a priority.

However leaf blowers are a local issue both in terms of noise and pollution.

But to be clear - the real enemy here is not leaf blowers - but any equipment which uses two stroke engines. These create harmful (potentially carcinogenic) emissions because of their incomplete combustion. They are also extremely noisy.

As far as I can see, there is no need to use two stroke garden equipment except for maybe chainsaws. Small jobs can be tackled with battery powered equipment and large jobs like the fall clean up on large properties can be done with the more powerful 4 stroke equipment (which does not create harmful emissions and is considerably less noisy than two stroke engines).

I hope the Village of Irvington can make a more informed decision than Larchmont on this matter.

Regards

Warwick Norton

**REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES  
OF THE VILLAGE OF IRVINGTON, NY  
HELD ON MONDAY, SEPTEMBER 21, 2020 AT 7 PM  
\*\* MEETING HELD BY VIDEO CONFERENCE \*\***

Present: Brian C. Smith, Mayor  
Constance M. Kehoe, Trustee  
Mark Gilliland, Trustee  
Janice V. Silverberg, Trustee  
Laurence Lonky, Trustee  
Lawrence S. Schopfer, Village Administrator  
Brenda M. Jeselnik, Clerk/Treasurer  
Marianne Stecich, Village Attorney

Mayor Smith called the meeting to order.

Mayor Smith made the following announcements:

- a. NYCOM Service Awards were awarded to employees who met milestone anniversaries.
- b. Checks over \$25K

Correspondence: Submissions A thru M was read at the last meeting but received after the deadline.

- a. Yazmin Hernandez
- b. Eric Fensterstock
- c. Maria Galli
- d. Kathleen McNamara
- e. Ann Acheson
- f. Dennis & Aditi Chang
- g. Michael Curran
- h. Kathleen & Larry Fischer
- i. Kenshin Furuta
- j. Daniella Waknin
- k. Aubrey Ferguson
- l. Downingwood residents
- m. Susan Lupul
- n. Melissa Brown – Window signage
- o. Peter Agovino – Main Street sidewalk and curbing design
- p. Karen Thomas – Opposition to gas blower ban – (Public Hearing)
- q. Susan Watson – Main Street curb cuts and parking spaces

Mayor Smith opened the floor to public comment. There were no comments from those in attendance.

Mayor Smith offered the following resolutions, which were seconded by Trustee Gilliland and adopted:

**RESOLVED** to approve the Minutes Regular Meeting of the Village Board held on August 17, 2020.

DRAFT

**RESOLUTION 2020-093**

**APPOINTMENT OF PART-TIME POSITIONS FOR THE DEPARTMENT OF PUBLIC WORKS**

**RESOLVED** to make the following appointments to the Department of Public Works effective June 1, 2020 through May 31, 2021 as needed for SNOWSTORMS:

<b>Name</b>	<b>Rate</b>	<b>Status</b>
Christian Malota	\$25.00 per hour	P/T Laborer
Brian Ross	\$25.00 per hour	P/T Laborer
Matthew Montaruli	\$25.00 per hour	P/T Laborer
Dennis Montaruli, Jr.	\$25.00 per hour	P/T Laborer
Daniel Merlos	\$25.00 per hour	P/T Laborer
Michael Indrieri	\$25.00 per hour	P/T Laborer
Michael Neary	\$25.00 per hour	P/T Laborer
Greg Smith	\$25.00 per hour	P/T Laborer
Michael Maneri	\$25.00 per hour	P/T Laborer
Carl Caporal	\$50.00 per hour	P/T Laborer (Driver)
Peter Caporal	\$50.00 per hour	P/T Laborer (Driver)
Jerry Malota	\$50.00 per hour	P/T Laborer (Driver)
Jim Ruffler	\$50.00 per hour	P/T Laborer (Driver)
Kyle Munigle	\$50.00 per hour	P/T Laborer (Driver)
George Artiles	\$50.00 per hour	P/T Laborer (Driver)
Anthony Buccheri	\$50.00 per hour	P/T Laborer (Driver)

**RESOLUTION 2020-094**

**APPROVAL OF 2020-21 BUDGET TRANSFERS AND MODIFICATIONS**

**RESOLVED**, to adopt the following budget transfers for fiscal year 2020-21:

1. Reflect Con Edison reimbursement for police supervision.

Increase: Police Overtime	1.3120.101	\$ 64,103
Increase: Social Security	1.9030.802	\$ 4,162
Increase: NYSPFRS Retirement:	1.9010.801	\$ 14,985
Increase: Police Fees	1.1.1525	\$ 83,250

2. Reflect Transfer from Village Surplus to Fund 2020-21 Capital Budget

Increase: Surplus	1.1.4795	\$ 195,000
Increase: Sidewalk/Curb/Road Maintenance	1.5010.406.2009	\$ 60,000
Transfers to Capital Fund	1.9550.900	\$ 135,000
Increase: Transfers from General Fund	6.6.5031	\$ 135,000
Increase: Fire Dept. SCBA Bottles	6.3410.200.399	\$ 40,000
Increase: Matthiessen Park Camp Shed Repairs	6.7140.469.406	\$ 15,000

DRAFT

Increase: Theater safety Improvements	6.8989.469.407	\$	55,000
Increase: Theater Production Equipment	6.8989.469.412	\$	25,000

**RESOLUTION 2020-095**

**APPOINTMENT OF PART-TIME PERSONNEL FOR THE RECREATION & PARKS DEPARTMENT**

**RESOLVED** to make the following appointments for Part Time Recreation and Parks Staff:

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Date</u>
Jillian Ayson	Court and Field Supervisor	New employee \$17.00 per hour	9/22/20 through 12/30/20
Hana Gross	Court and Field Supervisor	Reappoint at a rate of \$20.00 per hour	9/22/20 through 12/30/20
Susana Poore	Tennis Court and Program Supervisor	New employee \$17.00 per hour	9/22/20 through 12/30/20
Stephanie Proto	Tennis Court and Program Supervisor	Add a new rate of \$17.00 per hour drop old rate of \$16.00 per hour	9/22/20 through 12/30/20
Dianna Riggios	Tennis Court and Program Supervisor	Add a new rate of \$17.00 per hour drop old rate of \$16.00 per hour	9/22/20 through 12/30/20

Youth Kickball and programs staff supervisors and assistants (all reappointments) – work “as needed”:

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Date</u>
Scott Madalon		\$25.00 (rate 3)	9/22/20 through 05/30/21
Daniel Cohen		\$18.00 per hour	9/22/20 through 05/30/21
James Horan		\$22.00 per hour	9/22/20 through 05/30/21
Daniel Mannix		\$17.00 per hour	9/22/20 through 05/30/21

New Employees - work “as needed”:

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Date</u>
Trevor Annicharico		\$10.00 per hour	9/22/20 through 05/30/21
Olivia Buccheri		\$16.00 per hour	9/22/20 through 05/30/21

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Kehoe, Gilliland, Silverberg and Lonky)
NAYS:	0	

There was a continuation of a Public Hearing to consider a local law amending the use of gas powered leaf blowers. The mayor announced that the Public Hearing would remain open and that a vote would not take place this evening. There were no additional comments from the public. After discussion by the Board, the public hearing was continued to the October 5, 2020 regular meeting.

DRAFT

**RESOLUTION 2020-096**

**ADOPTION OF RECORDS RETENTION AND DISPOSITION SCHEDULE LGS-1**

Mayor Smith offered the following resolution, which was seconded by Trustee Lonky and adopted:

**RESOLVED**, by the Village Board of Trustees of the Village of Irvington that *Records Retention and Disposition Schedule LGS-1*, issued pursuant to Article 57-A of the Arts & Cultural Affairs Law, and containing legal minimum retention periods for local government records, is hereby adopted for use by all officers in legally disposing of valueless records listed therein.

**FURTHER RESOLVED**, that in accordance with Article 57-A:

- (a) only those records will be disposed of that are described in *Records Retention and Disposition Schedule LGS-1* after they have met the minimum retention periods described therein;
- (b) only those records will be disposed of that do not have sufficient administrative, fiscal, legal, or historical value to merit retention beyond established legal minimum periods.

The vote resulted as follows:

AYES: 5 (Mayor Smith, Trustees Kehoe, Gilliland, Silverberg and Lonky)  
NAYS: 0

**RESOLUTION 2020-097**

**APPOINTMENT OF PERSONNEL IN WATER DEPARTMENT**

Mayor Smith offered the following resolution, which was seconded by Trustee Silverberg and adopted:

**RESOLVED** to appoint Kenneth Mastropietro to the permanent position of Water & Sewer Foreman at an annual salary of \$100,248.00 effective September 22, 2020 subject to a probationary period of not less than 12 weeks and not more than 52 weeks; and

**FURTHER RESOLVED** to appoint Raymond Ross Jr. to the contingent permanent position of Water & Sewer Maintenance Worker Grade I at an annual salary of \$80,376.00 effective September 22, 2020, subject to completion of a probationary period of not less than 12 weeks and not more than 52 weeks.

The vote resulted as follows:

AYES: 5 (Mayor Smith, Trustees Kehoe, Gilliland, Silverberg and Lonky)  
NAYS: 0

**RESOLUTION 2020-098**

**AUTHORIZATION TO APPROVE CHANGE ORDERS #8, #9 AND #10 FOR MATTHIESSEN PARK PLAYGROUND RENOVATION PROJECT (#2020-04)**

DRAFT

Mayor Smith offered the following resolution, which was seconded by Trustee Lonky and adopted:

**RESOLVED** to approve Change Order #8 in the amount of \$22,284.00 for installation of additional shrubs, perennials and trees in Matthiessen Park; and,

**RESOLVED** to approve Change Order #9 in the amount of \$750.00 for the installation of new floor drains and piping for the splash pad; and,

**RESOLVED** to approve Change Order #10 in the amount of \$22,319.00 for the installation of additional top dress and seeding for center islands and area along Hudson River in Matthiessen Park; and,

**FURTHER RESOLVED** to authorize the Village Administrator to execute said Change Orders.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Kehoe, Gilliland, Silverberg and Lonky)
NAYS:	0	

**RESOLUTION 2020-099**

**APPOINTMENT OF PERSONNEL IN DEPARTMENT OF PUBLIC WORKS**

Mayor Smith offered the following resolution, which was seconded by Trustee Silverberg and adopted:

**RESOLVED** to appoint Christopher DiNardo to the position of Laborer Step 1 at an annual salary of \$50,301.00 effective September 22, 2020 subject to completion of a probationary period of not less than 12 weeks and not more than 52 weeks.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Kehoe, Gilliland, Silverberg and Lonky)
NAYS:	0	

**RESOLUTION 2020-100**

**RESIGNATION FROM THE PLANNING BOARD**

Mayor Smith offered the following resolution, which was seconded by Trustee Gilliland and adopted:

**RESOLVED** to accept, with regret, the resignation of Sheila Attai from the Planning Board effective August 31, 2020.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Kehoe, Gilliland, Silverberg and Lonky)
NAYS:	0	

DRAFT

**RESOLUTION 2020-101  
DEDICATION OF THE LEWIS ROAD SEWER MAIN EXTENSION**

Mayor Smith offered the following resolution, which was seconded by Trustee Gilliland and adopted:

**WHEREAS**, in Resolution 2017-051 dated April 3, 2017, the Board of Trustees approved the extension of a sewer main on Lewis Road at the request of Bruce and Deena Goldsmith (the “Goldsmiths”); and

**WHEREAS**, the sewer main extension has been constructed and approved by the Westchester County Department of Health and the Irvington Water/Sewer Superintendent; and

**WHEREAS**, The Goldsmiths have offered the completed sewer main extension for dedication to the Village; now therefore be it

**RESOLVED**, to accept the completed sewer main extension on Lewis Road.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Kehoe, Gilliland, Silverberg and Lonky)
NAYS:	0	

Trustee Gilliland announced a new member of the Tree Commission and reminded residents of the Love ’em and Leave ’em Fall leave mulching practice.

Trustee Lonky announced the many recreation and parks programs that are resuming with modifications with social distancing precautions and on-line registration.

Trustee Kehoe reported on the upcoming Irvington Theater virtual productions. The Theater has produced and is coordinating many offerings during the pandemic to continue relevance and interest in the Theater.

Trustee Silverberg announced School District news including the opening of school with modifications. She also reported on the Irvington Library noting strong circulation during the pandemic. She also reported on the Irvington Fire Department

Village Administrator Lawrence Schopfer reminded residents of upcoming paving on South Buckhout Street noting possible delays and parking changes. He also announced the opening of two electric vehicle charging stations in the Village.

Clerk/Treasurer, Brenda Jeselnik gave a comprehensive report of the Village’s financial condition and the impact of the pandemic.

The Mayor opened the floor to public comment. Leola Specht commented on enforcement of the current leaf blower laws. There was also a question regarding tree removals during the renovation of Matthiessen Park.

After a review of action items, there being no further business, Mayor Smith made a motion to adjourn the meeting. The motion was seconded by Trustee Silverberg and unanimously approved.

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Following the conclusion of the Regular Meeting, Mayor Smith made a motion to open a Public Hearing to consider the appeal of Kenneth and Debra Bernstein of an Architectural Review Board decision concerning 10 North Eckar Street (ARB-2020-39). The motion was seconded by Trustee Silverberg and unanimously approved. Trustees Kehoe and Lonky recused themselves from the matter.

After discussion by the Board, the public hearing was closed on motion of Mayor Smith. The motion was seconded by Trustee Silverberg and unanimously approved.

**APPEAL OF KENNETH AND DEBRA BERNSTEIN OF AN ARCHITECTURAL REVIEW BOARD DECISION CONCERNING 10 NORTH ECKAR STREET (ARB-2020-39)**

Mayor Smith made a motion to reverse the decision of the Architectural Review Board (Application ARB-2020-39) and remand the application back to the ARB. Trustee Silverberg seconded the motion and the vote resulted as follows:

AYES:	3	(Mayor Smith, Trustees Gilliland and Silverberg)
NAYS:	0	
RECUSED:	2	(Trustees Kehoe and Lonky)

A written decision will be filed in the office of the Village Clerk/Treasurer.

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Brenda Jeselnik, Clerk-Treasurer

**RESOLUTION 2020-XXX****APPOINTMENT OF PART-TIME PERSONNEL FOR THE RECREATION & PARKS DEPARTMENT**

Trustee            offered the following resolution, which was seconded by Trustee            and adopted:

**RESOLVED** to make the following appointments for Part Time Recreation and Parks Staff:

New Employee - work "as needed":

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Date</u>
Stacy Brennen	Court & Field Supervisor	\$17.00 per hour	10/06/20 through 12/30/20

**Karen Buccheri**

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**From:** Joe Archino  
**Sent:** Thursday, October 1, 2020 3:32 PM  
**To:** Karen Buccheri  
**Cc:** Larry Schopfer; Ana Maria Kusiak; Brenda Jeselnik; Laura Coapman; Maureen DePaoli  
**Subject:** New Request - Part time Rec & Park Staff request for 10/5/20 BOT Meeting

**Please request the following recommendation for salary for Part Time Recreation and Parks Staff**

Stacy Brennen - Court and Field Supervisor – New Employee \$17.00 per hour effective 10/6/20 ends 12/30/20

Thank You

**Joseph D. Archino**  
**Superintendent of Recreation and Parks**  
**Village of Irvington**  
**71 Main Street**  
**Irvington, NY 10533**

**Office 914-591-7736**  
**Cell - 914-760-8657**

**[jarchino@irvingtonny.gov](mailto:jarchino@irvingtonny.gov)**

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**RESOLUTION 2020-XXX**

**APPROVAL OF OUT OF TOWN TRAVEL FOR POLICE CHIEF**

Trustee            offered the following resolution, which was seconded by Trustee            and adopted:

**RESOLVED** to approve the out of town travel for Chief Cerone to attend the 2020 Leadership Training Summit from October 28 - 29, 2020 in Lake George, NY. The cost of the conference and travel is not to exceed \$500.00.

## Michael Cerone

**From:** membership@nychiefs.org on behalf of New York State Association of Chiefs of Police  
<membership@nychiefs.org>  
**Sent:** Tuesday, September 22, 2020 12:13 PM  
**To:** Michael Cerone  
**Subject:** NYSACOP Leadership Summit Registration Information

[EXTERNAL] This email is from outside the Village of Irvington- Please use caution when opening links and attachments!



*Greece Chief of Police Patrick D. Phelan, President*  
*Chief (ret) Larry Eggert, Director, Membership Engagement*

Leaders

Date: 9/22/2020

## Leadership Summit Registration and Hotel I



SAVE THE DATES:  
**OCTOBER 28-29, 2020**  
**LEADERSHIP**  
**TRAINING SUMMIT**



New York State Association of Chiefs of Police  
New York State Sheriff's Association

Our two Associations announce a special joint leadership training summit will be held on Wednesday, October 28 beginning at noon, and concluding mid-afternoon on Thursday, October 29. A networking event will be hosted on Wednesday evening. Topics to be covered include Police Reform Mandates, Accreditation, Recruitment, Qualified Immunity, and more. Breakout sessions are included which will be tailored to the specific needs of each of the Associations' members.

Location and Presenters: to be announced  
Reserve these dates NOW on your calendar!

To register for the Leadership Training Summit, follow the link  
<https://nysacop.memberclicks.net/new-york-state-association-of-chiefs-of-police---new-york-state-sh>



To reserve your hotel room for the Training Summit at the historic Fort William Henry Hotel and  
518-668-3081.

The hotel is located at 48 Canada Street, Lake George, NY 12845. Room rate is \$  
Hotel reservations only via telephone. Use group code "NYS Association of Chiefs of Police"

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To view the Official Leadership Summit Announcement, [CLICK HERE](#)

New York State Association of Chiefs of Police  
24 Century Hill Drive - Suite 002 Latham, New York 12110  
518-355-3371

This email was sent to [mcerone@irvingtonny.gov](mailto:mcerone@irvingtonny.gov) by [leggert@nychiefs.org](mailto:leggert@nychiefs.org)

New York State Association of Chiefs of Police  
24 Century Hill Drive - Suite 002  
Latham, New York 12110

## INVOICE 1719



Village of Irvington PD  
Michael Cerone  
85 Main Street  
Irvington, New York 10533  
United States

Invoice # 1719  
Invoice Date 09/22/2020  
Invoice Due Due Upon Receipt

<b>Amount Due</b>	<b>\$ 160.00</b>
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### Transactions

Description	Amount
Selection Set - NYSCOP - NYSSA Leadership Summit Registration - \$160.00	\$ 160.00

<b>Total Amount</b>	<b>\$ 160.00</b>
<b>Amount Paid</b>	<b>-\$ 0.00</b>
<b>Amount Due</b>	<b>\$ 160.00</b>

Michael P Cerone Village of Irvington PD mcerone@irvingtonny.gov 85 Main Street Irvington New York 10533 914-591-8080

**RESOLUTION 2020-XXX****APPEAL OF KENNETH AND DEBRA BERNSTEIN OF AN ARCHITECTURAL  
REVIEW BOARD DECISION CONCERNING 10 NORTH ECKAR STREET (ARB-  
2020-39)**

Trustee            offered the following resolution, which was seconded by Trustee            and adopted:

**RESOLVED** to adopt a written decision in the matter of the appeal of Kenneth and Debra Bernstein of an Architectural Review Board decision concerning 10 North Eckar Street (ARB-2020-39).

VILLAGE OF IRVINGTON  
BOARD OF TRUSTEES

----- X  
KENNETH and DEBRA BERNSTEIN

10 NORTH ECKAR STREET

APPEAL FROM ARB DECISION

ON APPLICATION 2020-39  
----- X

**DECISION ON APPEAL<sup>1</sup>**

Procedure on Appeal

The facts of this case and all prior proceedings in it are described in the attached decision of the Architectural Review Board (ARB). The Board of Trustees has reviewed this decision, as well as the document submitted by Kenneth and Debra Bernstein (Applicants), entitled "Appeal from ARB Denial of Appl. 2020-39 to Replace Windows." Each of the Board members has also watched that portion of the videotape of the July 27, 2020 ARB meeting at which the ARB considered the Bernstein application. Each of them also made a site visit at which they saw the newly installed windows as well as the windows to be replaced, and observed windows on other houses in the neighborhood.

On September 21, 2020, the Board of Trustees conducted a duly noticed public hearing on the Bernsteins' appeal. The Bernsteins appeared and made a presentation at the hearing. The public was invited to speak, but no one had any comments or questions. Two letters were submitted by neighbors on North Eckar Street, both of whom supported approval of the window replacement.

At the conclusion of the public hearing, the Board of Trustees voted, 3 to 0, to reverse the ARB's July 27, 2020 decision and to remand the matter to the ARB to grant approval without conditions. The reasons for the Board of Trustees' decision are as follows:

Reasons for Reversal

In sum, while the Board of Trustees was sympathetic to the ARB's position that it was deprived of the opportunity to make suggestions as to the most appropriate window replacement, and while the Board of Trustees cannot condone the failure of Applicants to follow Village procedures for replacing windows, particularly in the Historic District, the Board of Trustees

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<sup>1</sup> This matter was heard by three members of the Board of Trustees: Mayor Smith, Trustee Gilliland and Trustee Silverberg. Trustees Kehoe and Lonky were recused.

believes that the windows already installed by the Applicants are consistent with other newly installed windows in the Historic District and were an appropriate choice by the Applicants, who chose them because they were energy efficient, as well as less costly, easier to clean and less susceptible to dog-chewing than true divided light windows.

All window replacements in the Village, even within the same opening, require a building permit. Because the Applicants' house is in the Historic District, ARB approval was required as well. Applicants installed 18 of 21 windows without seeking a building permit nor ARB approval. This failure deprived the ARB of the opportunity to have a discussion with the Applicants and to make recommendations as to the type of window that would be best suited from an historical and architectural perspective. This violation of the Village Code cannot be taken lightly, and the Board of Trustees does not disagree with the ARB's denial of the after-the-fact application on this basis.

On this appeal, the Board of Trustees is putting aside the violation of the Code (which will be penalized by double fees, see Village Code § 114-1 [95-13(2)]), and considering the application on its merits. As stated above, all of the Board members have looked at the Applicants' newly installed windows, as well as other windows in the area, and find that they look good on the house and are consistent with the neighborhood. Many houses in the immediate neighborhood have similar windows, that is, with dark sashes, six-over-one dividers, and simulated pane dividers.

The Board considers it significant that the windows the Applicants are in the process of replacing were not original to the house. According to the Applicants, they were installed in the 1950s or 1960s, and were drafty, rattled in their frames and were prone to mold. In addition, the old windows included gray metal storm windows facing the outside, which obscured the actual windows.

The Board of Trustees also considers it significant that a majority of the ARB members who spoke during its deliberations on the application, did not find the windows unacceptable, even though they would have preferred true divided light windows. They did not disapprove the application because of the type of window, the number of simulated panes nor the color of the sash. They disapproved the application because the process was not followed.

The Board of Trustees wants to make clear that this reversal was not based on the fact that Applicants already purchased the windows and installed most of them. Just as this fact did not bear on the ARB's decision, it does not bear on our reversal. The cost to a homeowner of moving ahead with renovations or replacements without the necessary approvals should not factor into the Board's decision.

### Decision

Pursuant to Village Code § 95-9.C, this application is remanded to the Architectural Review Board for approval.

**RESOLUTION 2020-XXX****ADOPTION OF LOCAL LAW AMENDING THE NUISANCES CHAPTER OF THE IRVINGTON CODE TO BAN GAS-POWERED LEAF BLOWERS**

Trustee            offered the following resolution, which was seconded by Trustee            and adopted:

**RESOLVED** to adopt a local law amending the Nuisances Chapter of the Irvington Code to ban gas-powered leaf blowers.

LOCAL LAW \_\_\_\_ OF 2020

AMENDING THE NUISANCES CHAPTER OF THE IRVINGTON CODE  
TO BAN GAS-POWERED LEAF BLOWERS  
(July 16, 2020)

Be it enacted by the Board of Trustees of the Village of Irvington that the Village Code is amended as follows:

Section 1: Section 148-4.B(10) (Unnecessary noises; penalty) is hereby amended to read as follows (new language in *italics*; deleted language ~~stricken~~):

- B. The following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of this chapter, but said enumeration shall not be deemed to be exclusive, namely:

\* \* \* \*

- (10) Gas-powered leaf blowers.

~~The following restrictions apply to the use of gas-powered leaf blowers:~~

(a) *Effective 12-16-20, using or operating, or permitting to be used or operated, any gas-powered leaf blower at any time.*

(b) *Until 12-16-20, gas powered leaf blowers may not be used except, but only in the following situations:*

[1] During the spring and fall cleanup periods, i.e., March 15 through June 1 and September 15 through December 15, and then only during the following time periods: Monday through Friday, between 8:00 a.m. and 5:00 p.m.; Saturday, Sunday and federal holidays, between 10:00 a.m. and 4:00 p.m.

[2] In addition to the spring and fall cleanups permitted by Subsection B(10)(b)[1] above, on one- or two-family properties, the property owner may use one gas-powered leaf blower once a week for no more than 30 minutes and only during the following time periods: Monday through Friday, between 8:00 a.m. and 5:00 p.m.; Saturday, Sunday and federal holidays, between 10:00 a.m. and 4:00 p.m.

[3] In addition to the spring and fall cleanups permitted by Subsection B(10)(b)[1] above, on multifamily and cluster residential developments and attached one-family dwelling developments, gas-powered leaf blowers may be used between 9:00 a.m. and noon, Monday through Friday, and not at all on Saturdays, Sundays and federal holidays. ~~This exception will automatically expire on December 31, 2018.~~

[4] Golf and tennis clubs and municipal employees performing their regular duties, provided that any leaf blower may not be used within 100 feet of the nearest residence.

[5] When responding to an emergency.

[6] When removing snow.

(c) *Until 12-16-20, the following additional limitations shall apply to gas-powered leaf blowers:*

[1] ~~In addition to the time limitations above,~~  
Walk-behind leaf blowers may not be used unless the property that is being cleaned is greater than ½ acre.

[2] No more than a total of two handheld or backpack leaf blowers may be used at a time, unless the property that is being cleaned is greater than ½ acre.

[3] No gas-powered leaf blower may be used unless it meets the current Environmental Protection Agency (EPA) exhaust standards; it is operated and maintained in accordance with manufacturer's instructions and specifications; and ~~Handheld or backpack leaf blowers~~ operates at a noise level of ~~70~~ 65 dBA or less ~~until December 31, 2018, after which time, the noise limit shall be 65 dBA,~~ according to ANSI standard B175.2.

Section 2: Section 148-4.C is hereby amended to read as follows (new language in *italics*; deleted language ~~stricken~~):

C. Penalty. Persons found guilty of violating any of the provisions of § 148-4, except Subsection B(10), shall be subject to a penalty of not less than \$50 nor greater than \$250 for each and every violation. Any *person found guilty of violating Subsection B(10) and any* property owner or tenant on whose property *such* a violation ~~of Subsection B(10)~~ occurs shall be subject to a penalty of ~~\$100~~ 250 for the first offense, and ~~\$250~~ 500 for any subsequent offense.

Section 3: All ordinances, local laws, and parts thereof inconsistent with this local law are hereby repealed.

Section 4: This local law shall take effect December 16, 2020.

**RESOLUTION 2020-XXX**  
**APPROVAL OF HIRING POLICY**

Trustee                      offered the following resolution, which was seconded by Trustee                      and  
adopted:

**RESOLVED** to adopt the following hiring policy:

Consistent with our community's commitment to be a welcoming community, we are equally committed to extending that openness to our government's workforce. While we have always complied and will continue to comply with all applicable federal, state and local laws related to equal employment opportunities and non-discrimination, we do not believe that compliance is enough.

Going forward, we are committed to increasing the diversity of our workforce actively and in a positive way. We are calling upon our Department Heads to recruit qualified diverse candidates using wide-ranging and creative techniques for any open positions to be filled in accordance with the Civil Service Law and Westchester County Civil Service Rules.

If we truly desire a vibrant and welcoming community, our workforce must become more diverse. We will see to it that this happens.

**RESOLUTION 2020-XXX**  
**APPROVAL OF FIRE COMPANY FUNDRAISING LETTER**

Trustee            offered the following resolution, which was seconded by Trustee            and adopted:

**RESOLVED** to approve the fundraising letter from the Irvington Fire Company, Inc.

Dear Friends and Neighbors,

The men and women of the Irvington Fire Company provide the Village of Irvington Fire Department with personnel, and have been proudly serving our community for more than 140 years. All of our members, from the Chief of the Department to our newest Probationary Firefighter, are volunteers. Last year we responded to 332 fire, rescue and service calls. Even through this recent pandemic our members continue to selflessly respond when called. Our Department participates in weekly training sessions in firefighting, water rescue, hazardous material operations and fire prevention. We also supply mutual aid to our neighboring Fire Departments when called upon. All of our operational personnel are New York State certified firefighters.

In addition to emergency response and training, our members participate in a variety of community-based activities in cooperation with the Police Department, Ambulance Corps, Recreation Department and School District. Listed below are some of the programs that we support and/or sponsor:

Memorial Day Parade	I.H.S. Unsung Hero/Heroine Award
Halloween Parade/ Block Party	July 4th Fireworks
Chief Schnibbe Memorial Scholarship Fund	Village of Irvington School District Calendar
Holiday Tree Lighting refreshments	Annual Senior Luncheon
Irvington Rec Little League Baseball	Firefighter Phil Program
Birthday Party Pandemic Drive-bys	

It is through your support to the Irvington Fire Company that we can continue to provide the high level of community service we have always been able to provide. Your donation helps us support these and other community activities as well as the good and welfare of our members. Because of your generosity we are able to provide meals after trainings, medical reimbursements to our members, to host team building events, and to continue the tradition of Annual Fire Department Inspection and our annual Installment Dinner and Dance. These benefits help us to attract and retain the highest quality personnel.

We appreciate your support and stand ready to protect you and your family 24 hours a day, 365 days a year. If you are interested in becoming a volunteer, please contact the Fire Chief at [FireChief@IrvingtonNY.gov](mailto:FireChief@IrvingtonNY.gov). The Irvington Fire Company is recognized by the IRS as a 501(c)(3) tax exempt organization and your donations are tax deductible to the fullest extent allowed by law. EIN # 13-3196552.

Sincerely,

The Officers and Members of the Irvington Fire Company

**RESOLUTION 2020-XXX**  
**RESIGNATION OF VOLUNTEER FIREFIGHTER**

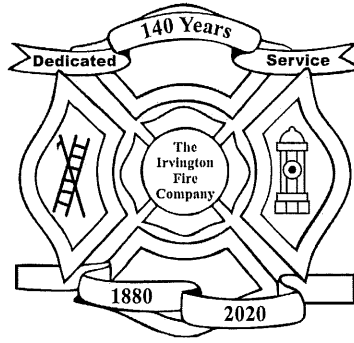
Trustee                      offered the following resolution, which was seconded by Trustee                      and  
adopted:

**RESOLVED** to approve the following member resignation from the Irvington Fire Company:

Name

Dennis Montaruli, Jr.

Dave Lutomski, *President*  
Ron Lillo, *Vice President*  
Steve Mangiacotti, *Treasurer*  
Joe Kimmel, *Recording Secretary*  
Max Trama, *Financial Secretary*



Howard Billings, *Trustee*  
Anthony Tarricone, *Trustee*  
Dennis Montauruli, *Trustee*  
Joe Clarke, Sr., *Trustee*  
Joe Clarke, Jr., *Trustee*

## The Irvington Fire Company

90 Main Street, Irvington NY, 10533

September 24, 2020

We hereby notify the Village of Irvington Board of Trustees that Dennis Montaruli Jr has resigned from the Irvington Fire Company.

Name: Dennis Montaruli Jr  
Address: 192 South Buckhout Street  
Irvington, NY 10533

Recording Secretary,

Joseph Kimmel

**RESOLUTION 2020-XXX**  
**APPOINTMENT OF FIRE DEPARTMENT OFFICER**

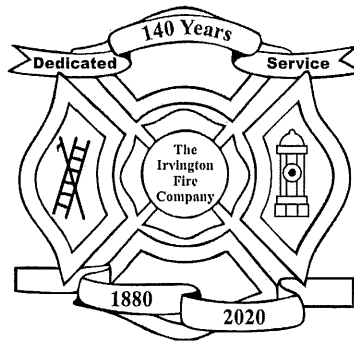
Trustee            offered the following resolution, which was seconded by Trustee            and  
adopted:

**RESOLVED** to appoint the following as an officer to the Irvington Fire Department with  
a term until April 2021:

Lieutenant

Joseph Trama

Dave Lutomski, *President*  
Ron Lillo, *Vice President*  
Steve Mangiacotti, *Treasurer*  
Joe Kimmel, *Recording Secretary*  
Max Trama, *Financial Secretary*



Howard Billings, *Trustee*  
Anthony Tarricone, *Trustee*  
Dennis Montauruli, *Trustee*  
Joe Clarke, Sr., *Trustee*  
Joe Clarke, Jr., *Trustee*

## The Irvington Fire Company

90 Main Street, Irvington NY, 10533

September 24, 2020

We hereby inform the Village of Irvington Board of Trustees that, pursuant to a special election, Joe Trama has been elected by the membership of the Irvington Fire Company to serve as Lieutenant. We request that the village approve this nomination and appoint Mr. Trama to Lieutenant the next village board meeting.

On behalf of the Officers and Members of the Irvington Fire Company,

Joe Kimmel

Recording Secretary

**RESOLUTION 2020-XXX****APPROVAL OF CONTRACT #2020-18 FOR PROFESSIONAL SERVICES**

Trustee                      offered the following resolution, which was seconded by Trustee                      and adopted:

**RESOLVED** to approve contract #2020-18 with Tietjen Venegas Consulting Engineers, PLLC for furnishing consulting services related to the Senior Center HVAC project and to authorize the Village Administrator to execute said contract.

DRAFT

**CONSULTANT AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Tietjen Venegas Consulting Engineers, PLLC, located at 68 Purchase St., Rye, NY 10580 hereinafter referred to as "CONSULTANT" and the Village of Irvington, New York located at 85 Main Street, Irvington, New York 10533, hereinafter referred to as "OWNER".

WHEREAS, the Village of Irvington intends to enter into a contract with the CONSULTANT for the purpose of furnishing certain consulting services in connection with the OWNER'S Senior Center HVAC Project;

WHEREAS, the CONSULTANT has represented that he possesses sufficient professional skills and experience to perform said services in a complete, timely and professional manner;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

**I. SCOPE OF WORK**

The CONSULTANT shall perform in a proper manner, satisfactory to the OWNER, the scope of services identified in Exhibit "A" attached hereto and incorporated herein.

**II. TIME OF PERFORMANCE and TERM**

The services to be performed hereunder shall commence upon receipt by the CONSULTANT of a written "Notice to Proceed" from the OWNER and completed within 12 months.

**III. COMPENSATION AND PAYMENT**

For satisfactory performance of the services described above, the OWNER shall pay to the CONSULTANT the not-to-exceed sum of \$24,000.00 plus reimbursable expenses at cost, but not to exceed \$500.00. The CONSULTANT shall bill the OWNER monthly for actual percentage of work completed. Each invoice must clearly describe the services rendered to date by CONSULTANT. Any reimbursable expenses must be itemized separately on each invoice. The OWNER shall release payment to the CONSULTANT within 30 days of receipt of an approved invoice.

IV. **COMPLIANCE WITH LAWS**

The CONSULTANT shall observe and abide by all applicable laws, ordinances and regulations of federal, state and local governments, in connection with the work performed hereunder.

V. **SUBCONTRACT AND ASSIGNMENT**

This Agreement may not be assigned or subcontracted, without the prior written consent of the OWNER. Approval by the OWNER of any subcontractor shall not relieve the CONSULTANT of any liability or responsibility for the proper performance of the work under this Agreement.

VI. **INSPECTIONS**

All work performed by the CONSULTANT shall be subject to the quality inspection and approval by the OWNER at all times, but such approval shall not relieve the CONSULTANT of responsibility for the proper performance of the work.

VII. **EXTRA WORK**

If the CONSULTANT is of the opinion that any work that the CONSULTANT has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the CONSULTANT shall promptly notify the OWNER, in writing, of this fact prior to beginning any of the work. In the event that the OWNER determines that such work does constitute extra work, the OWNER shall provide extra compensation to the CONSULTANT in a fair and equitable manner, either through a lump sum amount or on an hourly basis in accordance with the Salary Schedule attached in Exhibit "A".

VIII. **TERMINATION FOR CONVENIENCE**

The OWNER shall have the right at any time to terminate this Agreement in whole, or in part, by written notice to the CONSULTANT. Upon receipt of this notice the CONSULTANT shall immediately discontinue performance, will not place any further orders and will promptly cancel all orders to subcontractors.

In the event of termination for convenience the OWNER shall pay the CONSULTANT for all work completed to date. However, in no event shall the OWNER be obligated to pay more than the Agreement value less any previously paid fees.

## IX. **DEFAULT**

Should the CONSULTANT breach any provisions of this Agreement the OWNER shall have the rights and remedies provided by law or under these terms and conditions.

The OWNER shall have the right at any time to terminate this Agreement in whole, or in part, if the CONSULTANT fails to perform any of its obligations or if the CONSULTANT fails to give the OWNER assurance of adequate performance within ten (10) working days after written request by the OWNER for assurances.

In the event of such breach of the Agreement by the CONSULTANT, the OWNER may:

- a) declare the CONSULTANT to be in default,
- b) cancel this AGREEMENT in whole or in part,
- c) withhold payment of any further funds which may be due the CONSULTANT until the default is corrected, and/or
- d) pursue any and all other remedies afforded by law.

If the termination is brought about as a result of unsatisfactory performance on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by determining a percentage of work completed by the CONSULTANT and acceptable to the OWNER, of the total amount of work contemplated by this Agreement.

## X. **INDEMNIFICATION**

The CONSULTANT shall be responsible for all damage to life and property due to negligent, reckless or malicious intentional activities of the CONSULTANT, its subcontractors, agents or employees in connection with his services under this Agreement. The CONSULTANT specifically agrees that its Subcontractors, agents, or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the OWNER, from claims, suits, actions, damages and costs of every name and description resulting from the negligent, reckless or malicious intentional performance of the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT'S failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

## **XI. INSURANCE REQUIREMENTS**

The CONSULTANT shall, during the performance of the work, maintain the following insurance in the types and amounts, and with insurers satisfactory to the OWNER:

- |                                |   |
|--------------------------------|---|
| 1.) Employer's Liability       | \$1,000,000   |
| 2.) General Bodily Injury      | \$1,000,000 each occurrence                               |
| 3.) General Property Damage    | \$1,000,000 each occurrence                               |
| 4.) Automobile Bodily Injury   | \$1,000,000 per injury and<br>\$1,000,000 each occurrence |
| 5.) Automobile Property Damage | \$1,000,000 each occurrence                               |
| 6.) Professional Liability     | \$500,000   |

Prior to commencing performance, the CONSULTANT shall furnish the OWNER with a Certificate of Insurance as evidence of the required insurance and such Certificate shall name the Village of Irvington as additional insured. The Certificate shall provide for thirty (30) days written notice to the OWNER prior to cancellation thereof. New, current certificates shall be provided at each policy renewal. The OWNER shall be listed as an additional insured on coverages furnished under 1-6 inclusive.

## **XII. INDEPENDENT CONSULTANT**

The CONSULTANT shall perform services in accordance with the terms and conditions of this Agreement as the OWNER'S independent consultant, shall be responsible for the means and methods used in performing services under this Agreement and is not a joint-venturer with the OWNER. The OWNER shall be the general administrator and coordinator of the CONSULTANT'S services for the Project.

## **XIII. RECORDS**

The CONSULTANT shall maintain all records (fiscal and other) on file in legible form. A copy of these shall be available to the OWNER by the CONSULTANT.

All drawings, specifications, reports, information or data prepared by or furnished to the CONSULTANT in connection with any or all work to be performed under this Agreement shall be the property of the OWNER and shall be immediately forwarded to the OWNER upon request.

**XIV. PARTIAL INVALIDITY**

If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

**XV. TRANSFERABILITY OF INTEREST**

The CONSULTANT shall not assign, sublet, or otherwise transfer its interest in this Agreement without written consent of the OWNER. The CONSULTANT shall not subcontract any portion of this Agreement without the prior written consent of the OWNER.

**XVI. GOVERNING LAWS**

The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of New York.

**XVII. SUPPLEMENTS TO AGREEMENTS**

The following exhibits supplements or addendums form an integral part of this Agreement.

Exhibit "A" - Scope of Services and Hourly Rate Schedule

**XVIII. ENTIRE AGREEMENT - AMENDMENTS**

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing signed by the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

Village of Irvington  
(OWNER)

\_\_\_\_\_  
(CONSULTANT)

Lawrence S. Schopfer  
Name

\_\_\_\_\_  
Name

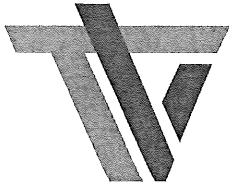
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Village Administrator  
Title

\_\_\_\_\_  
Title

Exhibit A



**TIETJEN VENEGAS**  
CONSULTING ENGINEERS, PLLC

September 28, 2020

Transmitted via e-mail (Jarchino@irvingtonny.gov)

Village of Irvington  
71 Main Street  
Irvington, NY 10533

Attention: Mr. Joseph D. Archino – Superintendent of Recreation and Parks

Reference: Irvington Senior Center  
HVAC Equipment Replacement

**PROPOSAL**

We will provide Engineering Services for the HVAC equipment replacement for the fee noted below.

**SERVICES TO INCLUDE**

- Develop background drawings.
- Survey existing HVAC equipment, piping and ductwork.
- Coordination meetings with Owner to determine system requirements.
- Modify hydronic piping to allow for individual room control.
- Replace existing rooftop unit for Second Floor.
- Energy Code compliance calculations (Com Check).
- Preparation of Design Development Plans and Outline Specifications for Owner's review and budgeting.
- Preparation of Plans and Outline Specifications for filing.
- Preparation of Contract Plans and Outline Specifications.
- Assist Contractors in interpreting Plans and Outline Specifications during Bidding period.
- Review of Shop Drawings.
- Site visits during construction, with written reports.
- Punch list.

**SCOPE OF SERVICES**

**HVAC**

- Survey existing HVAC equipment.
- Modify existing hydronic piping to allow for individual zone control.
- Modify boiler piping to manifold and tie existing boilers in one system.



68 Purchase Street  
Rye, New York 10580

phone 914.967.9505  
www.tietjenpe.com

- New ducted returns for Second Floor.
- New HVAC equipment for Multi-Purpose Room and Second Floor.
- New light Building Management System.

Electrical

- Power and Controls for HVAC Equipment.

**FEE FOR SERVICES**

**Total Fee                \$24,000**

with payments as follows:

Contract Documents Phase (75%)	\$ 18,000
Construction Phase (25%)	\$ 6,000

Additional services when authorized in writing by the Owner will be done at the following hourly rates:

Partners	\$250.00/hour
Engineers (Sr.)	200.00/hour
Engineers	175.00/hour
Engineers (Jr.)	150.00/hour
Drafters	90.00/hour

**IT IS UNDERSTOOD THAT**

- Identification and abatement of asbestos or other hazardous materials will be done by others.
- The following costs are not included. If required they will be billed at cost:
  - Express Delivery
  - Printing of plans and specifications for other than for coordination and Owner's review.



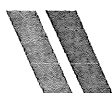
Edison Venegas

9/28/20

Date

Mr. Joseph Archino

Date



68 Purchase Street  
Rye, New York 10580

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